1894-060 Chancery Causes: [M. Milhiser + Co] vs. W. C. Herndon &c
Lee Co.

M. Milhiser, Strouse, Parsons, Woodward, Stapleton, Pennington

CA-Debt
T-Property

-Deed

To the Hon. H. S. K. Marison, Judge of the circuit Court for Lee County:

Humbly complaining your orators M. Milhiser and Jacob Straus merchant partners in trade under the style & firm of M. Milhiser & Co respectfully represent unto your Honor that at the special instance and request of W. C. Herndon they sold and delivered unto the said Herndon a large quantity of goods wares & merchandise in the city of Richmond Va. on the 30th day of Oct, 1893. amounting to the sum of $83.27 which became due and payable on 60 day & 4 mo. after Oct 30th 1893. as shown by Invoice filed and which bears interest from Nov 30th 1893; that at his direction all of said goods were shipped to said Herndon to Pennington Gap, Va.; that at the time your orator sold said Herndon said goods the records of the county court showed him to be and he represented himself to be the owner of a large quantity of unincumbered land lying and being in Lee County and in the Pocket and Cobbs Creek country - land conveyed to him by the heirs of Charles Pennington D'd Larkin Herndon & John B Pennington & Robinson Hughes, and John C. Stoffleton and all of which he was then in possession of using as his own. Copies of the deeds to the land which he appeared to own is here filed and prayed to be a part of this bill marked -

Your orator will further show

unto your honor that a portion of the goods sold said Herndon, together with about 40 head of cattle the goods in the store house at the time, and also other goods purchased from other wholesale merchants about the same time of your orator's sale, on or about Nov. 10, 1893 turned over to his father Parkin Herndon and his brother John P. Herndon, who are now in the possession of the same selling and disposing of them; that said goods and cattle were turned over to John P & Parkin Herndon without any consideration at least, without a consideration anything like the value thereof.

Your orator will further show unto your honor that said sum of money is still unpaid and will become due as aforesaid; that after they had sold and delivered said bill of goods to said Herndon, to their great surprise they learned that said Herndon conveyed most of his said land to one David P. Parsons; that this conveyance was signed and acknowledged on the 14th day of March, 1893, but was not put on record in this County until Nov. 15th 1893. - after they had made said debt with said Herndon; that said deed of conveyance, cites Consideration, $5800.00, paid in hand; that your orator had

no notice of the existence of said deed, or that said Parsons had any interest whatever in said land. Your orators charge that said consideration nor any part thereof was ever paid to said Sheridan, that said Parsons is a man of very limited means very poor and did not have that amount of money to pay thereon; that said deed is voluntary, without a valuable consideration and was made for the purpose of hindering, delaying and defrauding the creditors of said Sheridan, and that said Parsons colluded with said Sheridan for that purpose. But in this case, your orators allege that whether said deed was voluntary is a matter of little consequence to them, because they are a creditor with not notice of its existence, either actual or implied or constructive. A copy of said Parsons deed is here filed marked and prayed to be considered.

Your orators will again show unto your honor that on Nov. 10th 1893 said W. C. Sheridan a kind of mortgage upon the land mentioned in the deed of John B. Pennington and Sorkie Sheridan dated July 30th 1893 to secure a pretended debt to one Wm. Woodward for $675.00; that this paper was acknowledged a fortnight after the day it was executed; that they are advised & informed and they so charge

that this lien is voluntary and without a consideration; that if said Herndon did owe said Woodward any thing, it was not the amount of $675. A copy of this paper is here filed marked and prayed to be considered herewith.

Your orators will further show unto your honor that about the time said transfer of said goods & cattle was made, and about the time said Parsons deed was put on record and said lien made, perhaps on the same day, said W. C. Herndon absconded this State and is now a non resident of this State; that the lien retained by said Stapleton on the land which he conveyed to said Herndon has long ago been discharged by payment; that there are no other liens or incumbrances upon said land than those herein mentioned and that the rents & profits of said land will not pay your orators said claim and the costs of this suit in five years.

The premises considered your orators are advised that they have rights herein cognizable by a court of equity; that the said deed of March 14th 1893 to said Parsons and said lien to said Woodward and said transfer of said goods and cattle as to your orators and all others alike situated are void, and that the property covered thereby are assets

out of which your orator's claim will be paid.

The Prayer therefore of your orator is that W.C. Herndon, John T. Herndon, Parkin Herndon, William Woodward & John C. Stoffelay, and David P. Parsons be made parties Defendant to this Bill of Complaint; that they each, with the exception of David P. Parsons be required to answer its several allegations on oath; that by virtue of the affidavit herein filed marked "Affidavit" made pursuant to § 29, 64 of the Code of 1887, an attachment issue herein and be levied upon the estate of said W.C. Herndon and, being so, be held until a further order of this court. That said John T. & Parkin Herndon severally answer on oath how, & in what they paid said W.C. Herndon for said goods, cattle &c, when where & from whom they got the money or other thing whereby they paid said Herndon for said goods, cattle &c; & they claim said W.C. Herndon was indebted to them they will further answer the amount thereof, for what was the indebtedness, when, where & of whom they got the money or other thing which they let said W.C. Herndon have whereby he became indebted to them, the date of each item of indebtedness the number, kind & value of said cattle or an invoice of all goods & chattels of every kind & the price they gave therefor which was turned over to

or either of them by said W.C. Herndon; that David Parson specially answer, but he need not so do ~~one~~ ~~oath~~ the true amount if anything he ~~gave~~ has paid on the land mentioned in said deed of Mch. 14 1893. where when & from whose he obtained the money or other thing he paid said Herndon on said land, how much if any thing he still owes thereon; that said William Woodward specially answer on oath when & for what said W.C. Herndon became indebted to him, the true amount thereof when it became or will become due & payable, and from whose he obtained the money or other thing whereby said Herndon became indebted to him; that on a final hearing of this cause a judgement be given your orator for said sum of money; that said deed, lien, & transfer of goods & cattle be annulled & set aside & that enough of said property be sold to pay your orator said claim and the costs of this suit &c. And that all further & general relief be granted your orator as the nature of his cause may require And your orator will ever pray &c.

Pennington & Bro.

P. P.

1st Jany 1894

Wm. Milliner & Co Com.

v.s. } Bill in Chancery

W. C. Herndon Dal Dft

1894 – 1st Jany Rules Bill fil Sepa Ex on home Defts
& ord Pub for non resident & Ex on home Defts
" 2nd Jany Rules D & N for home Defts to cmf
" 1st Feby " Cont'd for ord of Pub
" 2nd " " ord P Compl'd & set for hearing by Dft
" June Term Decree & Cont'd

C 8.94
S 2.50
Coc 5.75
Printer 5.00
atty 5.00
26.19
2.50 A. M. P.
28.69

Defts Costs
C $16.00

Pennington Bros Atty

STATE OF VIRGINIA, }
City of Richmond, } to-wit:

This day personally appeared before me, the undersigned, a notary public for the city aforesaid, in the State of Virginia, Wm M. Evans Boots Newport News

M. MILLHISER & CO.

and made oath that the Account hereto attached against W. Glenndrs and in favor of

M. MILLHISER & CO.

for $ 83 27 with interest from Nov 30, 1893 Date of Statement attached, is correct to the best of his knowledge and belief; that it is now due, and that no part thereof has been paid.

Given under my hand this 29 day of July A. D. 189 3

Julius Frank N. P.

ALL BILLS MUST BE SETTLED

FOLIO 1015

Richmond, Va., NOV 29 1893 189

Messrs W. G. Herndon & Co.

Cynthia, Va.

Interest will be charged on all accounts not paid at maturity.

To M. MILLHISER & CO., DR.

93 Oct	30.	To Mdse.	bod.	92	82	
	"		Hm	10	45	
				83	27	

PLEASE RETURN THIS STATEMENT WHEN YOU REMIT.

cases of Shortage weigh package and contents as received and compare with marked Weight.
All claims for deduction to be made within Ten Days after receipt of goods.

Richmond, Va. Oct 30 1873

Messrs N B Herndon Va

Bought of M. Millhiser & Co.

Wholesale Dealers in

Dry Goods & Notions.

142 to 1420 Cary Street.

erms: 4 Mo

or 6 per cent. for Cash in 10 days.

nterest will be charged on all accounts not paid at maturity.

6	dz Spools	45	2	70

In cases of Shortage weigh package and contents as received and compare with marked Weight.
All claims for deduction to be made within Ten Days after receipt of goods.

Richmond, Va. Oct 30 1872

Mess W C Herndon & Co

Bought of M. Millhiser & Co.

Wholesale Dealers in

Dry Goods & Notions.

142 to 420 Cary Street.

Terms: 4mo

or 6 per cent. for Cash in 10 days.

Interest will be charged on all accounts not paid at maturity.

a79	1	dz suspenders		1 75
620d	1	" "		3
	2	" "	1 50	3
				7 75

DUPLICATE

cases of Shortage weigh package and contents as received and compare with marked Weight.
All claims for deduction to be made within Ten Days after receipt of goods.

Richmond, Va. Oct 30 1888

Mess H C Herndon & Co

Bought of M. Millhiser & Co.

Wholesale Dealers in

Dry Goods & Notions.

142 to 1420 Cary Street

Terms: 60 da

or 2 per cent. for Cash in 10 days.

Interest will be charged on all accounts not paid at maturity.

1	White oak Jeans	55	19	10	50
1	Hamburg "	47	16 2/2	7	84
1	Norcross "	58	10 2	6	09
1	Nahanta Drag'l	47	15	7	05
3	Shelby pts	149	5 1	7	46
7	Imperic	300	5	15	75
1	6/4 Royal Cashmere	52	10 2	5	46
1	3/4 Ham Mixture	50	9	4	50
3	4/4 "A A" Brown	148	5 2/2	8	17
				72	82

Florida

M. Milhir & Co
vs. } Account
H. C. Sheridan
$83.77

To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of John P.Herndon to a bill in chancery exhibited against him and others in this honorable court by M. Gilliser and Jacob Strauls, partners trading under the firm name of M. Gilliser & Co.

Respondent says that complainants' bill is not sufficient is law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him, answering, he says:

That he has filed his separate answer to a bill in chancery exhibited against him and others in this court by Powers Little & Co.,he has also filed his separate answer to another bill in chancery exhibited against him and others in this court by Cowan McClung & Co., and he has also filed his separate answer to another bill in chancery exhibited against him and others in this court by Berry, Gilliam & Co, all of which causes are still pending in this honorable court, all have a common purpose with the bill filed by complainants, all ~~have~~ contain almost identically the same allegations except as to the amount claimed, and all are against identically the same parties. Respondent refers to said several answers and adopts them as a part of this his answer in this case, and prays that they may be considered as such. And now having answered said bill as fully as he is advised it is material he should answer, respondent prays to be hence dismissed with his costs &c.

Duncan & Hyatt p.d.

Virginia, Lee County, to wit:

This day John P.Herndon personally appeared before me,A.B.Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer, so far as made on his own knowledge, is true and so far as made upon the information of others he believes it to be true. Given under my hand on this the 5th day of March 1894.

A.B Munsey Clerk

W.C.Herndon et als.

-Ads. } Separate demurrer and answer of John R.Herndon, one of the defendants.

M.Milhiser & Co.

Duncan & Hyatt, p.d.

Filed in open court March the 9th 1894

A B Munsey Clk

To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate demurrer and answer of Larkin Herndon to a bill in chancery exhibited against him and others in this honorable Court by M. Gilhiser and Jacob Strauls, partners trading under the firm name of M. Gilhiser & Co.

Respondent says that complainants' bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly and prays judgement of his said demurrer &c. And not waiving said demurrer but relying and insisting thereon, should other and further answer be required of him, answering he says:

That he has filed his separate answer to a bill in chancery exhibited against him and others in this court by Powers Little & Co., he has filed his separate answer to another bill in chancery exhibited against him and others in this court by Cowan McClung & Co., an he has also filed his separate answer to another bill in chancery exhibited against him and others in this court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, all have a common puspose with the bill filed by complainants, all ~~have~~ contain almost identically the same allegations except as to the amount claimed, and all are against identically the same persons. Respondent refers to said answers and adopts them as a part of this his answer in this case, and prays that they may be considered as such. And now having answered said bill as fully as he is advised it is material he should answer, respondent prays to be hence dismissed with his costs &c.

Duncan & Hyatt p.d.

Virginia, Lee County, to wit:

This day Larkin Herndon personally appeared before me, A.B.Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer, so far as made on his own knowledge, is true, and so far as made upon the information of others, he believes it to be true. Given under my hand on this the 5th day of March 1894.

A.B. Munsey Clerk

W.C.Herndon et als.

Ads. } Separate demurrer and answer of Larkin Herndon, one of the defendants.

M.Milhiser & Co.

Duncan & Hvatt, p.d.

Filed in open court March the 7th 1844
A.B.Murray Clerk

Virginia Lee County to wit:

This day W. H. Pennington agent for M. Millhiser & Jacob Strauss merchants & partners in trade under the style & firm of M. Millhiser & Co. plaintiffs in a certain chancery cause now pending in the Circuit Court for Lee Co. Va. against H. C. Herndon et others to recover a certain debt from said Herndon, personally appeared before me A. G. Wyatt notary public in and for the said county of Lee & state of Va. in my county aforesaid and made oath, 1st that he verily believes the said plaintiffs claim is just. 2nd That he believes the said plaintiff is entitled to and ought to recover from the said Herndon in said suit at least a debt of $83.20 with interest ~~from~~ Oct 30, 1893. 3rd that to the best of the affiants belief said H. C. Herndon is not a resident of the state of Va. but has effects therein in the county of Lee. 4th that H. C. Herndon has converted, is converting or about to convert his or some material part thereof property into money, securities & evidences of debt with the intent to hinder defraud & delay his creditors, 5th that the said Herndon has assigned & disposed of and is about to assign and dispose of his estate or some part thereof with the intent to hinder defraud, & delay his creditors & especially M. Millhiser & Co. Given under my hand this Dec. 7th 1893.

A. G. Wyatt N. Pub

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M. Milhiser & Co

vs. } Affidavit

W. C. Herndon

Filed Decr the 7th 1894
A B Murray clerk

Deed Book No 20, page 135.

This Deed made the 14th day of March 1900 between William C.Harmon and Cynthia E. Harmon of the first part one of the County of Lee and State of Virginia and David P. Parsons of the county and state aforesaid. Witnesseth that in consideration of the sum of five thousand dollars in hand paid the party of the first part the receipt whereof is hereby acknowledged W/C.Harmon and Cynthia E.Harmon his wife do grant bargain and sell and convey unto David P.Parsons party of the second part a certain tract or parcel of land lying in the Stonewall on Hawks and Jones Creek waters of the Norris Fork of Powell River in Lee County and bounded as supposed to be in the boundary, metes or lines and bounds as follows to wit: Beginning at a stake on the north bank of the Norris Fork by the mouth of Jones Creek thence down the meanders thereof as the corporate line and with said line 7 rds to a ___ beech pole and chestnuts and spring the corner of the A.F.Bailey tract with line of said tract in the place to a white oak and chestnut thence N.___ 8 rds place to a white oak thence N.8 with Parsons line to Jones Creek on west side thence to Joseph Parsons corner thence southerly with said Parsons line W.A.F. white oak corner thence with his several lines and corners to a corner to Alfred Johnson and Johnson, Samuel Parsons land thence with lines and corners of said Samuel Parsons to a beech corner to a ___ 15 rds with said lines and corners to a ___ pole line thence with his lines and corners to the beginning, and contain, described boundary of land ___ ___ ___ ___ to W.C.Harmon from James Parsons and wife Cherine Parsons Martin Larkin Harmon and T.P.Parsons and the said ___ David Parsons is to have one acre at his

Appurtenances appertaining, in the sale William C. Harmon on the said William C. Harmon and Cynthia Harmon parties of the first part, or persons claiming under them, convey, release and relinquish, and do hereby convey, release and relinquish unto the said party of the second part and to the first above written.

William C. Harmon (seal)

Cynthia Harmon (seal)

State of Virginia, County of Lee, to wit:

I, V. L. Parsons, a notary of said County and State aforesaid, do hereby certify that William C. Harmon and Cynthia Harmon, his wife, whose names are signed to the foregoing deed bearing date the 1st day of [illegible] 1900, have acknowledged the same before me in my county aforesaid. Given under my hand this [illegible] day of [illegible] 1900.

V. L. Parsons, N.P.

State of Virginia:

In the Office of the Clerk of the Court of the said County, the 10th day of [illegible] 1900, this deed of bargain and sale with the certificate annexed thereto was delivered and admitted to record.

Teste: [illegible], Clerk.

Virginia: In the County Court of Lee County:

This day the within bargain and sale came into the office of the Clerk of said County and was duly recorded.

Teste: [illegible], Clerk.

[illegible]

This Deed made this [illegible] day of [illegible] in the year [illegible] between [illegible] of the first part and [illegible] of the second part both of [illegible] County in the State of Virginia the party of the first part, for and in consideration of [illegible] as follows [illegible] the receipt whereof is hereby acknowledged, [illegible] hereby [illegible] of the second part [illegible] the following described [illegible] to wit: [illegible] the party of the second part [illegible] the [illegible] of the second part [illegible] the [illegible] of the second part [illegible] the [illegible]

Deed Book [illegible]
ook No. 20 .page 100 .

THIS DEED of conveyance made the 20th day of February 1880 by and between Tobias Hughs and Martha Hughs and Peggie Parsons of the first part all of the county of Lee and state of Virginia and William C. Herndon of the county and state aforesaid . Witnesseth that for and in consideration of the sum of [illegible] hundred dollars in hand paid the receipt of which is hereby acknowledged the parties of the first part do bargain sell and convey unto the parties of the second part a certain parcel or piece of land lying and being in the county of Lee and state of Virginia situated on Reeds Creek which is of the North fork of Powels River being one hundred acres be the same more or less and bounded as follows to wit being the land where the said Tobias Hughs now lives and adjoining the land of Samuel Parsons James Quillenan Andrew Dion and the parties of the second part to have and to hold forever . And the parties of the first part warrant specially the land hereby conveyed . Witness the following signature and seal the day and date above written .

Tobias Hughs . (seal)
his
Martha Hughs (seal)
mark
Margaret R. Parsons (seal)
her
mark

Virginia Lee County to wit :

I, V.M. Parsons a justice of the peace for the aforesaid county and state do certify that Tobias Hughs and Martha Hughs his wife and Peggie Parsons whose names are signed to the foregoing deed bearing date on the 20th day of February 1880 , acknowledged the same before me in my county and state aforesaid to be their act and deed and does not wish to

retrace it . Given under my hand and seal this the 6th day of February 1880

F.M.Parsons J.P.

Virginia Lee county to wit : In the office of the clerk of the said county May the 6th 1880 this deed was presented and with the certificate thereto annexed admitted to record

Test John R.Gibson Clerk.

Virginia Lee County to wit : A Copy Teste Jno. R. Gibson Clerk

This day R.I.Pennington personally appeared before me E.W.Pennington ,a notary public in and for the said county and said before is and made oath that he had copied the foregoing deed from the records of lee county court of lee county on file in the recor clerk's office of the said county court and that the same is a true transcript from the said records .Given under my hand this the ___ day of Feb. 1894.

_____ .P.

H. C. Stuntson

From } Copy of Deed
Tobias Haughwout

The for Copy $0.50

Deed Book No. 25 ,page .104 .

THIS DEED of conveyance mede this the 19th day of March 1890 by and between John C. Pennington and patience Pennington his wife Dinah Pennington and Martha J Robins and Mary A robins of the county of Lee and Stete of Virginia and Green B. Pennington and Susan His wif of the county of Perry and State of Kentucky of the first part and William C Herndon of the second part of the county of Lee and state of Virginia . Witnesseth that for and in the consideration of the sum of $580 .00 dollars in hand paid the receipt of which i s hereby acknowledged the said parties of the first part do grant barga in sell and convey unto the parties of the second part all of their Right and title in the Charles Pennington tract of land lying and being in the county of Lee and state of Virginia on the waters off Jones Creek and bounded as follows To wit : Beginning at a beech and white oak on the east bank of Reeds creek thence southwardly to a poplar thence westwardly to a white on the top of a ridge thence northwardly to a white oak on a flat thence northeastwardly to a wagon road said road southwestwardly to a beech near the mouth of the first hollow near the bank of Jones Creek and with said creek ~~to the mouth of said creek~~ to Joseph Marcums corner thence westwardly with the said Marcums Line to the Charles Pennington line and with the said line to the Beginning . the parties of the first part do warrant generally the land hereby conveyed the parties of the second part to have and to hold forever . Witnesseth the following signature and seal this the 19th day of March 1890

John C. pennington (seal)

Patience Pennington (seal)

Martha J her mark Robins (seal)

Dinah her Pennington (esal)
mark
Green B.Penningt on (seal)
Susan her Pennington(seal)
mark
Mary A. Robins (seaL)
mark

State of Virginia Lee County To wit :

1, Frances M.Parsons a justice of the peace for the aforesaid county and state do certify that John C.Pennington and Patience Pennington his wife Martha J Robins and Dinah Pennington whose names ar signed to the foregoing deed bearing date on the 19th day of March 1890 , acknowledged before me the same in my county and state aforesaid to be their act and deed and do not wish to retract it Given under my hand and seal the day and date first above written .

F.M.Parsons J.P.

State of Kentucky , County of Perry

1, Ira J Davidson clerk for the county court for the c/ county and state aforesaid do certify that the foregoing deed of conveyance from John CPenningtin&c to William C Herndon was this day produced to ~~m~~ me in the county aforesaid and acknowledged before me ~~in the county aforesaid~~ by Green B Pennington and Susan his wife to be their act and dded and the same is certified to the proper office for record . Given under my hand this the 29th day of March 189o .

Ira J. Davidson clerk

By G.R Cornett D.C.

State of Virginia County of Lee , to wit :

1, F.M.Parsons , a justice of the paace for the county and state ~~s~~ aforesaid do certify that Mary A Robins whose name is signed to the foregoing deed bearig date on the 19th day of March 189o , acknowledged the sane ~~i~~ before me in

in my county and state aforesaid to be her act and deed and does not wish to retract it . Given under my hand the 7th day oof April 1890.

F.M.Parsoms J.P.

Virginia Lee CountyTo wit :

In the office of the clerk of the said county May the 6th 1890 this deed wad presented and with certificates thereto annexed was admitted to record

Test John R Gibson Clerk .

A Copy Test D L Richmond Clk

Virginia Lee County to wit :

THis day R.L.Pennington personally appeared before me a notary public in and for the county and sstate aforesaid and made oath that he had copied the foregoing deed from the records of the county court of Lee county on file in the county clerk's office thereof ,and that the same is a true transcript therefrom . Given under My hand his the ___ day of February 1894.

_____N.P.

W.C. Newman

From { Copy of Deed
John C. Cunningham

Copy 80.75

_____ N.Y.

"This Indenture made the 1st day of April 1881
between Cyrus W. Taber, of Montgomery County, State of New York
and John C. Cunningham, of Fulton County, State of New York
Witnesseth, that the said party of the first part, for and in consideration of the sum of Twenty Dollars
lawful money of the United States, to him duly paid by the said party of the second part, the receipt
whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell
unto the said party of the second part, his heirs and assigns forever, all that certain lot or parcel of land situate in the Town of Broadalbin
County of Fulton and State of New York, bounded as follows: Beginning at a point in the north line of Main Street
at the southwest corner of land formerly owned by Jacob Van Dyke; thence running along said Main Street
in a northerly direction 4 rods to a stake; thence in a northerly direction 8 rods to a stake; thence in a southerly direction
4 rods to a stake; thence in a southerly direction 8 rods to the place of beginning, containing 32 square rods
of land, more or less, and being the same premises conveyed to said Cyrus W. Taber by deed of John C. Cunningham
and wife, dated April 1st, 1880, and recorded in Fulton County Clerk's office in book of deeds No. 75
page 500.

Witness my hand and seal the day and year first above written.

C.W. Taber (L.S.)

Witness:
Jas. Conroy

State of New York, County of Fulton, ss:

On this 1st day of April 1881 before me personally came Cyrus W. Taber to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same.

Jas. Conroy
Notary Public

Filed April 1st 1881
Jas. Conroy Clerk

Recorded in Book of Deeds No. 75 page 500

Examined and compared with the original this 1st day of April 1881
Jas. Conroy Clerk

Deed Book No 10 page 182.

This deed made this November ch 9th 1880 by and between M. C.Parsons of the first part and Grai, Gordon of the Second part both of the county of Lee and State of Virginia . Witnesseth that the part of the first part doth grant bargain sell convey unto the party of the second part ~~first~~ part his undivided interest in Charles Pennington the deceased estate that he bought of Anderson Johns and wife heirs of aforesaid Charles Pennington deed for the sum of one hundred dollars in hand paid the receipt of which is hereby acknowledged . the aforesaid M.C. Parsons binds himself generally to warrant the land hereby conveyed with all its appurtenances forever . Witness my hand and seal the year and date first written .

M.C.Parsons (seal)

Virginia Lee County to wit,

I,V.H.Kelly notary public for the aforesaid county do certify that M.C.Parsons whose name is signed to the above deed bearing date ~~on the~~ 9th .Nov.1880, personally appeared before me in my county aforesaid and acknowledged his signature to this deed to be correct for the purpose mentioned in the above deed . Given under my hand this Nov.9th 1880.

V.H.Kelly N.P.

Virginia Lee County to wit : ----In the clerk's office of the said county May the 9th 1880 . This deed was presented and with the certificates hereto annexed admitted to record .

Test John.Gibson .Clerk.

A Copy Teste W.F. [illegible] Clerk

Virginia Lee .County to wit:_____ This day R.I.Pennington personally appeared before me a notary public for the aforesaid county , in my county aforesaid and made oath that he had copied the foregoing deed from the said county's records and that the same is a true transcript thereof. This Feb ___ 1884

_____ N.P.

H. C. Sheridan

Forward Copy of Deed

M. C. Parsons

For Jar. Copy, $0.25

Virginia Lee County to wit :-

I, John A.G.hyatt , com'r in chan. for &c do certify that John C Stapleton , whose name is signed ti the foregoing deed dated March the7th 1887 personally appeared be fore me in the said county and acknowledged the said writing to be his act and deed . Given unde under my hand this the 7th day of March 1887

J.AG.Hyatt Comr &c .

Virginia Lee County to wit - ------ I, John A. G hyatt com- missioner in chancery for Lee county do certify that Almedia Stapleton wife of John C. Stapleton whose names are signed to the foregoing deed ~~bearing~~ date ~~on the 7th day~~ of March 1887 personally appeared before me in the county aforesaid and being examined by me [illegible] and having [illegible] [illegible] hand and ~~seal~~ this 2[illegible]th day of August 1888.

John A.G.hyatt Com in chancery for Lee county court.

Virginia Lee County ~~to wit~~ Clerk's office ,Feb. 7th 1888

The foregoing deed bearing date March the 7th 1887 between John C. Stapleton and Almedid his wife of the first part and W.C.Herndon of the second part allof Lee county Va . was this day filed in the clerks office and admitted to record upon the foregoing certificate of Joh A.G.Hyatt a commissioner in chancery for Lee county court . Test John R.Gibson Clerk

Virginia Lee county ~~to wit~~ to wit :

This day R.L.Pennington personally appeared before me a notary public for the said county and made oaththat he had copied the foregoing deed from the records of the said county court and that teh same is a true transcript from the said records ,on file in the county court clerk's office .

This Feb. _____ 1894.

N.P.

DeedBook No/23 page 100

This deed made this the 7th day of March 1887 between John C. Stapleton and Almedid Stapleton his wife of the first part and W. Craig Hendon of the second part all of the county of LEE and State of Virginia. Witnesseth that in consideration of the sum of two hundred dollars in hand paid and secured to be paid by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part by these presents give grant sell, and convey unto the party of the second part a certain tract of parcel of land lying and being in the said county of Lee and on Jones Creek in the Craborchard containing by estimation thirty and a half acres be the mora or less bounded as follows: Beginning on the 124 pole line 29 poles from white oaks and beeches on the norh side of a branch at a white oak S28 E 99 poles to a red oak on the top of a ridge and with said ridge S 99 1/2 W 38 poes to a pine and chestnu on the top of a high spur N 58 1/2 W 29poles to a little gum and chestnut N 26 W 18 poles to two chestnut oaks S83 1/2 W 33 poles to asour wood hickory and two dead spanish oaks, (now gone N.41 1/2 W36 poles to a chesrnut at the top of a deep hollow N 69 E 93 to the Beginning. To have and to hold the said tract of land and its appurtinences unto the party of the second part forever And the party of the first part covenant that they will warrant generally the title to the land hereby conveyed And the party of the first part hereby reserve to themselves the vendor's lien on said land untill the purchase money therefor is fully paid. Witness the following signature and seal.

John C. Stapleton (seal)

Almedid Stapleton (seal)

(1882) MORTGAGE DEED

(Form) MORTGAGE & ASSIGNMENT

THIS INDENTURE made the Twenty-Second day of December in the year of our Lord one thousand eight hundred and eighty-two BETWEEN JOHN STEPHENS of the City of Toronto in the County of York, Gentleman, of the first part, MARY JANE STEPHENS, his wife, of the same place, of the second part and THE CANADA PERMANENT LOAN AND SAVINGS COMPANY, a Corporation duly incorporated by Act of the Legislature of the Province of Canada, of the third part.

WHEREAS the said party of the first part is indebted to the said party of the third part in the sum of Twenty-Five Hundred Dollars and interest thereon at the rate of Eight per cent. per annum payable half-yearly on the days and dates and in the manner and form following, that is to say, the sum of Twenty-Five Hundred Dollars on the 22nd day of December, 1882, with interest thereon at the rate aforesaid payable half-yearly on the 22nd day of June and 22nd day of December in each year, the principal sum to be payable on the 22nd day of December, 1887, with the privilege to the said party of the first part of paying the principal sum or any portion thereof on any day after the 22nd day of December, 1884, upon giving three months' notice in writing to the said party of the third part or its agents, and upon payment of three months' interest in lieu of notice, and upon payment of all expenses incurred by the said party of the third part in the preparation of this mortgage and the collection of the said money, and upon payment of all taxes and assessments payable in respect of the said lands and premises, and upon payment of all costs, charges and expenses incurred by the said party of the third part in the exercise of the powers hereinafter mentioned, and upon payment of all other moneys secured by this mortgage, and upon the observance and performance of the covenants, proviso and conditions hereinafter mentioned, the said party of the third part covenants with the said party of the first part that it will release the said lands and premises from this mortgage and will execute such deed of release and do such other acts as may be required for the purpose of such release, at the expense of the said party of the first part, and will pay the said money when the same shall become payable and will pay the said interest when the same shall become payable, and will pay the said taxes and assessments when the same shall become payable, and will pay the said costs, charges and expenses when the same shall be ascertained and will pay the said other moneys when the same shall become payable, and will not exercise the said powers or any of them for any purpose other than the payment of the said money and interest and the said taxes and assessments and costs, charges and expenses and other moneys, and will not sell the said lands and premises or any part thereof or any interest therein, or any part thereof, for any purpose other than the payment of the said money and interest and the said taxes and assessments and costs, charges and expenses and other moneys, and will not do or suffer any act or thing whereby the said lands and premises or any part thereof may be encumbered or the said party of the first part may be hindered or prevented from exercising the said powers or any of them for any purpose other than the payment of the said money and interest and the said taxes and assessments and costs, charges and expenses and other moneys, and will not do or suffer any act or thing whereby the said party of the third part may be hindered or prevented from selling the said lands and premises or any part thereof or any interest therein, or any part thereof, for the purpose of the payment of the said money and interest and the said taxes and assessments and costs, charges and expenses and other moneys, and will not do or suffer any act or thing whereby the said lands and premises or any part thereof may be encumbered or the said party of the first part may be hindered or prevented from selling the said lands and premises or any part thereof or any interest therein, or any part thereof, for any purpose other than the payment of the said money and interest and the said taxes and assessments and costs, charges and expenses and other moneys, and will not do or suffer any act or thing whereby the said party of the third part may be hindered or prevented from selling the said lands and premises or any part thereof or any interest therein, or 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and costs, charges and expenses and other moneys, and will not do or suffer any act or thing whereby the said party of the third part may be hindered or prevented from selling the said lands and premises or any part thereof or any interest therein, or any part thereof, for the purpose of the payment of the said money and interest and the said taxes and assessments and costs, charges and expenses and other moneys, and will not do or suffer any act or thing whereby the said lands and premises or any part thereof may be encumbered or the said party of the first part may be hindered or prevented from selling the said lands and premises or any part thereof or any interest therein, or any part thereof, for any purpose other than the payment of the

Frame & Copy of Deed

H. C. Hammond

Deed Book NO .25 ,page 163.

This Deed made ~~this~~ the 30thdat of July 1809 between John B. Pennington and Larkin Herndon of the ~~first~~ part ~~and~~ and William C.Hern dom of the other part . J.R.Pennington now a resident of Hawkins County Tennessee and the other named paties of Lee county Virginia . Witnesseth that in consideration of the sum of $50 .00 fifty dollars in hand paid the receipt ~~of which~~ is hereby acknowledged the said John B. Pennington and L. Herndom do grant bargain and sell unto the said William C.Herndon a certain tract or parcel of land lying and being in the county of Lee and State of Virginia it being the remaining part of a tract of land assigned to John Pennington Sr . by commissioners it being a part of the Mc Cradie survey and bounded as follows to wit: Beginning at the mouth of Jones Creek Crossing the NorthFork of Powels River southwardly up the northside of stone mountain with partition line to the top of said mountain thence eastwardly with top of same with the varying meanders throf to the original Mc Cradie line and with line thereof north wardly to the north Fork of Powels River thence westwardly with the meanderings varied meanderings therof to the beginning . And the afore said John B.Pennington and Larkin Herndom do covenant and agree with the said William C.Herndon to warrant generally the land hereby conveyed with all of its appurtinances Witnes the following signatures and seals THe number of acres not known but by the boundary be the same more or less .

JohnR.Pennington(seal)

Larkin Herndon(seal)

Virginia Lee County to wt :I,John A.G.hyatt clerk of the circuit court for Lee county state aforesaid do hereby

certify that JohnB.Pennington and Larkin Herndon whose names are signed to the foregoing deed bearing date on the 30th July 1889 each personally appeared before me and made acknowledged the same to be their act and deed for the purpose therein stated . Given under my hand 7th of Sept 1889.

J.AG.Hyatt Clerk .

Virginia Lee County to wit :

In the office of the clerk of the said county May thr 6th 1890 this deed was presented with the certificate thereto annexed admitted to record .

Test John R.Gibson ,Clerk.

A Copy Teste R.L. Pennington

Virginia Lee County to wit

This day R.L.Pennington personally appeared before me a notary public in and for the county abd state aforesaid and made oath that that he had copied the foregoing deed from the records of the county court of Lee County on file in the clerk's offig of the said court , and that the same is a true transcript therefrom .

Given under my hand this the ___ day of Feb. 1894.

_____N.P.

H. C. Herndon

From Copy of Deed

John B. Pennington

Clerk's Office

D.C. 30

THIS INDENTURE, made this 10th day of April in the year 1881 between JOHN B. PENNINGTON, Trustee of the estate of Jennie Pennington, a lunatic, of the first part, and HENRY C. HERNDON of the second part, witnesseth:

That whereas the said Jennie Pennington, by her next friend, John B. Pennington, filed her bill in the Circuit Court of Jackson County, Missouri, against said John B. Pennington, Trustee, and others, for the purpose of having said trust estate of said Jennie Pennington, a lunatic, sold for the purpose of paying her debts and for her support and maintenance, and said Court has decreed that said trust be terminated and said Jennie Pennington be adjudged a lunatic and said John B. Pennington be discharged from said trust, and said Court has appointed said Henry C. Herndon Trustee in said place and stead of said John B. Pennington, and said Court has decreed that said John B. Pennington should execute a deed to said Henry C. Herndon for said estate, and said John B. Pennington has agreed to execute said deed, and said Henry C. Herndon has agreed to accept said trust and execute his bond as such Trustee, and said John B. Pennington has executed said deed accordingly, and said Henry C. Herndon has executed his said bond as such Trustee, and said John B. Pennington has delivered said deed to said Henry C. Herndon, and said Henry C. Herndon has accepted said deed and said trust and said John B. Pennington has resigned said trust and said Henry C. Herndon has been appointed Trustee in said place and stead of said John B. Pennington

Deed Book No 25, page 111.

This deed made this Dec 21st in the year of our lord 1889 bet weenRebecca J Robins and James Robins of the firtst part andWilliam C.Herndon ~~of the second part~~ and Cynthia Herndon his wife of the county of Lee and State of Virginia of the second part Witnesseth that for and in concideration of the sum of $95 dollars in hand paid the receipt of is hereby acknowledged the said party of the first part do grant bargain and sell to the party of the second part all of their right title and interest in the Charles Pennington lying and being in the said county of Lee and lying on the waters og Jones Creek and bounded as follows Beginning in a beech and white oak on the east bank of Reeds Creek near its mouth thenc southwardly to a poplar on Jones Creek Thence eastwardly to a white oak on the top of a ridge thence north eastwardly to a whte oak on ~~the~~ a flat thence northwestwardly to a wagon road thence south wardly to a beech at the mouth of a hollow near the bank of Jones creek thence southwardly with said creek to Joseph Marcums corner then ce southwardly with said Marcums line to the old CHarles Penhington lin thence southwardly back to the beginning . and th said party of the first part do covenant with the party of the second part that they will warrant generally the land herebyconveyed .Witness the following signatures and seals

James H.Robins (seal)
Rebecca J.Robins (seal)

Witnesses M.Graham , Z.T.Robins , Perkins county Chickasaw Nation Feb 22/90 Ervin Springs

Chickasaw Natin ,Perkins county FEb22/90

Personally appeared before me S.W.Wallace a U.S.Commissioner James H. Robins and his wife Rebecca Robins to me well known and signed and acknowledged to me that it was for consideration there in expressed and set forth the above and foregoing deed or instrument of writing convey a tract of land to William C.Hern don and his wife This Feb 22/1890

Samuel W.Wallace ,US Com r
For Indian Territoty.

Virginia Lee county to wit :
In the office of the clerk of the said county May the 6th 1890 this deed was presented and with the certificate thereto annexed was admitted to record

Test, John R.Gibson, clerk.

A Copy Teste S.F. Rickards Clerk

Deed Book Nom 23 page 538 .
This deed made this the 15th day odf Oct 1884 by and between John B.Pennington and Larkin Herndon of the county of Lee and state of Va of one part and William C Herndon of the and state afotesaid of the ofther part Witness that for and in consideration of the sum of four hundre and fifty dollars in hand paid the receipt of which is hereby acknowledged , the said John B.Pennington and Larkin Herndon do grant bargain and sell unto the said William C Herbdon a certain tract or parcel of land lying and being in the county of Lee and state of virginia . Being a part of the John MCCrarie 14,050 acr surfvey which was partitioned by commissioners among the heirs of Edward Pennington Dc this being a Portion of the lot assigned to John Pennington Sr and by him by deed to John Pennington Jr and Lakin Herndo said land is lying in lower Graborchard and between the north Fork of Powls River and Jones Creek and Reeds Cre k bounded as follows to wit Beginning at a poplay on the east bank of Reeds Creek corner to Charley Pennington dcd land and near the ford of said creek and with said creek southwardly 90 poles to its mouth on the north bank of the north fork of powels river tyence eastwardly with the meanderings thereof to a stake the original line and with said line N 38 W __ to a gum 2 chestnuts and a spanish oak corner to A Baileys land and with lines of the said N 24 W28 poles to a white oak and thenc e N 35 W 42 poles to 3 white oaks thence north west wthh parkers line to Jones creek and with said creek to Charles Pennington dcd linew and with his lines to the beginning supposed to contain thre to foue hundred acres be it the same more or less And the said John B.Pennington and Larkin Herndon do covenantwith the said William C.Herndon that they will warrant generally the land hereby convered . Witnessthe following signature and seals.

John B.Pennington (seal)
Larkin Herndon (seal)

Virginia Lee county to wit :-
1,John A.G.Hyatt a com r in ch y for Lee county court the same being a court of record do certify that John B Pennington adfLarkin Herndon whose names are signed to the foregoing deed bearing bearig date oh the 15th day of Oct 1884 , personally appeared before me in my county a fore said and each acknowledged the same to be their act and deed for the purpose therein stated . Given under mmyhand h the 5th day of Jan 1885

J.A.G.Hyatt Com r &c

Virginia Lee County ~~to wit~~ court clerk s office March the 4th 1889
The foregoing deed bearing date Oct the 15th 1884 between John B.Pennington and larkin herndon of the one apart and and William C.Herndon of the other part allof lee county Va . w s this day presented filed in this office and admitted to record upon the certificate of J.A.G.Hyatt a Com r for Lee county Va .

Test? J.R.Gibson ,clerk

M. Milhiser & Co
vs. } In Chy -
H. C. Herndon et al

Copy of Deed.
To H. C. Herndon
From
John C. Pennington et al
9 Deeds

Fee for Copies
$4.50

Examined

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 301.

In the Clerk's Office of the Circuit Court of the County of Lee on the 1st day of January 1894.

M Milhiser & Co Plaintiff,

against

W. C Herndon et al Defendants.

} In Chancery

The object of this suit is to 1st is to set aside and annul the deed of W. C Herndon & his wife to David P Parsons dated March 14th 1893; 2nd set aside and declare void the deed made by W. C Herndon & wife to Jno Woodward, dated Nov 10th 1883; 3rd to annul the transfer of goods & chattels made by W. C Herndon to John P & Larkin Herndon on or about Nov 10th 1893 and 4th that judgment be given in favor of the Plffs against the Defendants for the amount mentioned in bill & the same be satisfied out of the property thereby conveyed.

And an affidavit having been made and filed that the defendant W. C. Herndon is not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros p. q. A. B Muncey Clerk.

FORM No 301.

M Milheiser & Co

vs. } ORDER OF PUBLICATION.

M. C. Herndon et al

I A B Munsey clerk of the circuit court do certify that I delivered the within order to the Lee County Republican on Jany the 1st 1894 for Publication and posted a copy at the front door of the court house at the January Term 1894 of the county court

A B Munsey clerk

a

West, Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon W. C. Hendon, Larkin Hendon, John P. Hendon, David Parsons, William Woodward and John C. Stapleton

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 1st Monday in Jan, 1894, to answer a bill in Chancery, exhibited against them in our said court by M. Millhiser, Jacob Stroup partner in trade under the style & firm of M. Millhiser & Co.,

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 8 day of Dec 1893, and in the 118th year of the Commonwealth.

_____ Clerk.

Executed Dec., 1893 by delivering an office copy of the within subpœna in chancery and attachment to John P. Herndon, Larken Herendon, John C. Stapleton, Wm' Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herendon described as follows:
all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —- po to a gum 2 chestnuts and a spanish oak corner to A, J. Bailey's lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25 -163.

The proper affidavit having been made and filed the officer executing this summons is directed to attache the following real estate of W. C. Herndon: all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —- po to a gum 2 chestnuts and a spanish oak corner to A, J. Bailey's lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No. 25.-163.

vs. } **SUBPŒNA IN CHANCERY.**

To ..... *Circuit Court.* *Rules,*

..... *p. q.*

7

West, Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon W. C. Ferguson Larkin Ferguson John P. Ferguson, David Parsons William Woodward and John C. Stapleton

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 1st Monday in June, 189 , to answer a bill in Chancery, exhibited against you in our said court by M. Millhiser, Jacob Strauss partners in trade under the style & firm of M. Millhiser & Co

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 8 day of Dec 1893, and in the 118 year of the Commonwealth.

Clerk.

Executed on the day of December, 1893 by delivering true copies of the within subpoenas in chancery to Larkin Herndon, David P. Parsons Wm Woodward & John P. Herndon also by delivery the within order of attachment by the following described tract of land (Here describe it) in the possession of David P. Parsons and also the following described tract of land (Here describe it as in order) in the possession of Wm Woodward.

Executed Dec., 13 1893 by delivering an office copy of the within subpœna in chancery and attachment to John P. Herndon, Larken Herendon, John C. Stapleton, Wm' Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the fol owing real estate of W. C. Herendon described as follows: all of which lies in Lee Co., Va., is the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —- po to a gum 2 chestnuts and a spanish oak corner to A. J. Baileys lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the han ds of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25 -103.

M. E. Flanary. S.L.C

The proper affidavit having been made and filed the officer executing this summons is directed to attache the following real estate of W. C. Herndon; all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No. 25.-103.

S. B. Mounts Clerk

M. Milliner & c

vs. } SUBPŒNA IN CHANCERY.

W. C. Herndon et als

Pennington Bro p. q.

To 1st January 1894 Rules,

Circuit Court.

In the Clerks Office of the Circuit Court of the County of Lee on the 1st day of January 1894,

H. Milhiser & Co.,	Pltf.	In Chan'y.
against		
W. C. Herndon et al	Def't	

The object of this suit is to 1st to set aside and annul the deed of W. C. Herndon and his wife to David P. Parsons dated March 14th 1893; 2nd to set aside and declare void the deed made by W. C. Herndon and wife to Wm Woodward dated Nov'r the 10th 1893; 3rd to annul the transfer of goods and chattels made by W. C. Herndon to John P. and Larkin Herndon on or abont Nov'r 10th 1893, and 4th that judgment be given in favor of the pltfs. against the def't for the amount mentioned in the bill and the same be satisfied out of said property thereby conveyed.

And an affidavit having been made and filed that the defendant W. C Herndon is not a resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican, and that a copy de posted at the front door of the court house of this county on the first day of the next term of the county court. A copy—Teste:

A. B. Munsey Clerk.

Pennington Bros 5 10

I W. C. Dryden & Sons publisher of the LEE COUNTY REPUBLICAN a weekly newspaper, published in the town of Jonesville, county of Lee, and State of Virginia, do hereby certify that the foregoing Order of Pnblication was duly pudlished in the above named paper for four successive weeks, ending the 1st day of Feb 1894.

p. Sam L. Dryden

Publisher, LEE COUNTY REPUBLIBAN